RECORDING REQUESTED BY First American Title NCS-591033-NRG WHEN RECORDED MAIL TO: THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 04, 2013
DOCUMENT NUMBER 2013-0548133
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 8:00 AM

Tierra Del Sol Solar Farm LLC c/o Soitec Solar Development LLC Attn: Sharon Nardozza 16550 Via Esprillo San Diego, CA 92127

CONFORM

(The space above this line is for the Recorder's use only)

GRANT OF TRANSMISSION AND ACCESS EASEMENT

Recorded at the request of and
When recorded mail to:

Tierra Del Sol Solar Farm LLC
c/o Soitec Solar Development LLC
Attn: Sharon Nardozza
16550 Via Esprillo
San Diego, CA 92127

COUNTY OF SANDIEGO 659-070-11-00 TRANSFERTAXI-O- Space above this line for Recorder's use only

# **GRANT OF TRANSMISSION AND ACCESS EASEMENT**

JAMES L. SIMPSON, TRUSTEE OF THE JAMES SIMPSON TRUST DATED APRIL 17, 2008 ("Grantor") is the owner of certain real property situated in the County of San Diego, State of California, more particularly described in Exhibit "A" Property Description, attached hereto and incorporated herein, and which is commonly referred to as Assessor's Parcel Number 659-070-11-00 (the "Property") and TIERRA DEL SOL SOLAR FARM LLC, a Delaware limited liability company ("Grantee") is developing a solar electric generating facility ("Project") on land near Grantor's Property. Grantor and Grantee may each be referred to hereinafter as a "Party" or, collectively as the "Parties".

Whereas Grantee desires to obtain a fifty foot (50') transmission and access easement and right-of-way to be located along the southern boundary of the Property as described in Exhibit "B" Easement Premises, attached hereto and made a part hereof (the "Easement Premises") pursuant to the terms contained herein.

1. <u>Grant</u>. For value received, Grantor hereby irrevocably and unconditionally grants and conveys to Grantee, pursuant to this Grant of Transmission and Access Easement an easement for transmission and access rights-of-way as of the date last signed by any of the Parties ("Effective Date"):

The Grant of Transmission and Access Easement (collectively, the "Transmission and Access Easement") shall include each of:

(a) A perpetual easement for transmission and access in, upon, over, across, along, above and under the Easement Premises for the following purposes and activities: surveying and assessing the Easement Premises for suitability for its intended purposes of accessing, constructing, reconstructing, erecting, installing, improving, rebuilding, upgrading, enlarging, replacing, relocating, removing from time to time, and maintaining, repairing, using, operating a road, control, communications, electrical power transmission, distribution and collection facilities, including without limitation, transformers, interconnection and switching facilities,

insulators, braces, vaults, cabinets, conduit, fiber, cables, wires and other conductors, data and radio relay equipment and/or systems, fences and related improvements (the "Facilities"), together with:

- (b) A Temporary Construction Easement ("TCE") for the purpose of: (i) constructing the Facilities and related improvements within the Easement Premises, and (ii) temporary staging and laydown areas in connection with installation, operation and/or maintenance of the Facilities within the Easement Premises. The term of the TCE shall commence upon the date set forth in a notice of commencement of construction ("Notice of Commencement of Construction") provided to Grantor pursuant to Section 11 and shall expire upon the completion of 120 calendar days in the aggregate over 24 months during which time construction activities take place within the Easement Premises. For the avoidance of doubt, the term of the TCE shall not limit operation and/or maintenance of the Facilities or of any related improvements, facilities, structures, fixtures, appurtenances, accessories, appliances, machinery, materials or equipment required in connection with operation and/or maintenance of the Facilities or reasonable repair and replacement of the Facilities within the Easement Premises in the normal course of business and/or as may be required by good industry practice and/or safety and other State regulations.
- 2. <u>Included Rights.</u> The Transmission and Access Easement includes, without limitation: (i) the right of access, ingress and egress upon, on, over, along and across the Easement Premises which includes the right to cross an easement described in a Grant Deed dated March 17, 1982 and recorded as document 82-113236 at the southwest corner of the Property located within the Easement Premises and the right to cross an easement described in the Deed to the San Diego and Arizona Eastern Railway Company (now the San Diego, Arizona and Eastern Railway Company) recorded March 5, 1918 in Book 749, Page 331 of Deeds at the southeast corner of the Property located within the Easement Premises, (ii) the obligation of Grantee to maintain access to and from the Easement Premises, (iii) the right to keep the Easement Premises clear of all brush, trees, timber, structures and other hazards which might endanger the Facilities or impede Grantee's activities, and (iv) the right to conduct any and all inspections and studies, collection of data and surveys on the Easement Premises that Grantee deems appropriate for the permitting, construction, financing, and long-term operation of the Project and/or the Facilities.
- No Interference; Reservation of Rights In Grantor. At no time shall Grantor knowingly interfere with or knowingly permit any other party to interfere with the surveying, permitting, construction, operation or financing of the Project and/or Facilities or the exercise of Grantee's rights under this Transmission and Access Easement, nor will Grantor grant any other party any rights that would interfere with the surveying, permitting, construction, operation or financing of the Facilities and/or the Project or the exercise of Grantee's rights under this Transmission and Access Easement; and, without limiting the generality of the foregoing, Grantor shall not (i) light any fires within the Easement Premises or (ii) place or store any flammable materials or undertake any activities (other than growing agricultural crops) within the Easement Premises, or (iii) construct or permit to be constructed any house, structure, reservoir, or other improvement within the Easement Premises or (iv) enter the Easement Premises in violation of any security measures of Grantee Subject to the foregoing limitations

and the other rights of Grantee under this grant, Grantor hereby reserves to itself, its successors and assigns, the full lawful use and enjoyment of the Easement Premises.

- 4. <u>Use of Roads and Gates</u>. Grantor shall have the right to use such gates and roads from time to time existing on the Easement Premises and installed by Grantee in accordance with Section 3, provided that Grantor shall exercise reasonable care to ensure that no damage or maintenance requirements arises from such use by Grantee. Any damage caused or maintenance required as a result of such use by Grantor shall be promptly repaired by Grantor subject to Grantee's reasonable approval. Grantee shall otherwise have the sole obligation to maintain any roads contained on the Easement Premises at Grantee's cost throughout the term of the Transmission and Access Easement. In the event that Grantor installs locks on any gate accessing the Easement Premises, Grantor shall furnish Grantee with such number of keys thereto as Grantee may reasonably request, or the combination to any combination lock, as applicable. Similarly, if Grantee locks any gate which Grantor is authorized to use on the Easement Premises, Grantee shall furnish Grantor with such number of keys thereto as Grantor may reasonably request, or the combination to any combination lock, as applicable.
- 5. Permitting. Grantee may take any and all actions that Grantee deems necessary or appropriate to obtain permits, for Grantee's installation, maintenance or use of the Facilities on the Easement Premises for their intended purposes. Grantor shall cooperate with Grantee in Grantee's efforts to effectuate the permitting of the Easement Premises (including, but not limited to, execution and return of any required documentation to Grantee within fifteen (15) days after Grantor's receipt thereof) without additional remuneration to Grantor; provided, however, that all costs and expenses of obtaining such permits shall be borne by Grantee.
- 6. Ownership and Removal of the Facilities. Grantor shall have no ownership or other interest in any Facilities installed by Grantee within the Easement Premises and Grantee may remove any or all such Facilities and related improvements at any time or from time to time. Without limiting the generality of the foregoing, Grantor hereby (i) waives any statutory or common law lien that it might otherwise have in or to the Facilities and (ii) acknowledges and agrees that it does not and will not have any interest in any energy transmitted thereby.
- 7. Taxes. Grantee shall pay (i) any taxes on the Facilities and (ii) any increase in real property taxes levied against the Easement Premises as a result of the Transmission and Access Easement. Grantee shall not be liable for taxes attributable to facilities or improvements installed by Grantor or others on the Easement Premises or on the Property, or to the underlying value of the Easement Premises or the Property itself and Grantor shall pay when due all real property taxes and assessments levied against the Property. Grantee shall use commercially reasonable efforts in working with the applicable taxing authority to have the Transmission and Access Easement and the Facilities assessed separately from the Easement Premises. Grantor shall promptly forward to Grantee any tax bill relating to the Easement Premises pursuant to this Section 7.

# 8. <u>Indemnity; Security Measures</u>.

- (a) Grantee shall indemnify Grantor against liability for physical damage to the Easement Premises and for physical injuries or death to Grantor, Grantor's property or the public, to the extent caused by Grantee's construction, operation or removal of the Facilities on the Easement Premises other than to the extent resulting from the activities and/or negligence of Grantor or its employees, agents or invitees. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Grantor's loss of use of the portion of the Easement Premises utilized by Grantee pursuant to the Transmission and Access Easement, nor loss, removal, or relocation of, crops, trees, grass, roads, fence or other matters resulting from the construction, installation and operation of the Facilities on or under the Easement Premises as contemplated and permitted pursuant to this Grant.
- (b) Grantor shall indemnify Grantee against liability for physical damage to the Easement Premises and/or the Facilities and for physical injuries or death to Grantee or the public, to the extent caused by Grantor's activities or by Grantor's agents or assignees' activities on the Property.
- 9. <u>Liens and Encumbrances</u>. Grantor hereby represents and warrants to Grantee that to Grantor's knowledge, neither the Easement Premises nor the Property is encumbered by any liens or encumbrances that could reasonably be expected to limit or otherwise adversely affect Grantee's rights hereunder, nor will Grantor take any steps that could result in such encumbrance that could reasonably be expected to limit or otherwise adversely affect Grantee's rights hereunder. If at any time such a lien or encumbrance should be discovered against or attached to the Easement Premises or the Property, then, without limiting the rights or remedies of Grantee therefore, Grantee shall be entitled to obtain a subordination, non-disturbance agreement, consent or other agreement (in a form and containing provisions reasonably requested by Grantee) from the holder thereof, and Grantor shall fully and promptly cooperate and assist Grantee therewith.
- 10. No Abandonment or Overburdening. No act or failure to act on the part of Grantee or any other person or entity shall be deemed to constitute an abandonment of the Transmission and Access Easement or any portion thereof, except upon recordation by Grantee of a quitclaim deed specifically conveying Grantee's rights hereunder back to Grantor. Without limiting the generality of the foregoing, nonuse of any portion of the Transmission and Access Easement by Grantee shall not prevent Grantee in the future from using the entire width and scope of the Easement Premises for a Transmission and Access Easement in the event the same is needed. No use of, transfer or improvement to the any portion of the Easement Premises shall separately or in the aggregate, constitute an overburdening of the Easement Premises for the purpose of a Transmission and Access Easement as defined in Section 2 above.
- 10.1 <u>Liquidated Damages</u>. Notwithstanding the above, if Grantee neglects, fails, or refuses to complete construction within the time allocated under the TCE then Grantee does hereby agree to pay to Grantor, as liquidated damages, and not as a penalty, the sum of \$100.00 per day for each calendar day beyond the term of the TCE during which construction activities take place within the TCE. The per day amount is fixed and agreed to by and between

the Parties because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which Grantor may sustain in the event of Grantee's failure to complete construction activities within the time allotted under the TCE and is herby agreed to be a reasonable estimate of all damages that Grantor may sustain for each day that construction related activities extend beyond the TCE term. The Parties agree that Abandonment or Overburdening as set forth in Section 10 and Liquidated Damages as set forth in 10.1 shall not include or be applicable to operation and/or maintenance of (i) the Facilities and (ii) any related improvements, facilities, structures, fixtures, appurtenances, accessories, appliances, machinery, materials or equipment required in connection with operation and/or maintenance of the Facilities or the Project, or reasonable repair and replacement of the Facilities within the Easement Premises as may be required by good industry practice and energization of the Project.

Notices. All notices, requests, correspondence and other communications required or permitted hereby shall be in writing and shall be considered given (i) when delivered in person, (ii) two (2) days after being delivered to an overnight delivery service, with delivery charges prepaid, addressed to the applicable party at the address given below or (iii) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid, addressed to the applicable party at the following address:

Notices to Grantor:

James L. Simpson P.O. Box 1522

Boulevard, CA 91905

With a Copy To: Austin Law Group Attn: Gina Austin

3990 Old town Ave., Suite A112

San Deigo, CA 92110 Telephone: 619-924-9600

Notices to Grantee:

Tierra Del Sol Solar Farm LLC c/o Soitec Development LLC

Attn: Dwain Boettcher 16550 Via Esprillo San Diego, CA 92127

Telephone: 858-746-9000, Ext. 92127

With a Copy To:
Tierra Del Sol Solar Farm LLC
c/o Soitec Development LLC
Attn: Mark Richards

16550 Via Esprillo San Diego, CA 92127

Page 5 of 15

Telephone: 858-746-9000, Ext. 9063

A party's refusal to accept a delivery under clause (ii) or (iii) above shall be the equivalent of "receipt" hereunder. Either party may, by notice given at any time or from time to time, change its address for receipt of notices hereunder. Notices given before actual receipt of notice of such change shall not be invalidated by the change.

# 12. Assignment and Encumbrance.

- 12.1 Grantee and any of its successors and assigns (each, an "Assignee") may, at any time and from time to time, without obtaining Grantor's consent, (i) convey, transfer, assign, license or grant all or any portion of Grantee's or such Assignee's right, title or interest in this Grant, the Transmission and Access Easement and/or the Facilities to any one or more persons and/or entities, including the joint right and use thereof, and/or (ii) hypothecate, mortgage or pledge all or any portion of Grantee's or such Assignee's right, title or interest in the Transmission and Access Easement to any lender or any other person or entity as security for the repayment of any indebtedness and/or the performance of any obligation (a "Secured Party," whether one or more). Should Grantee or any Assignee mortgage or pledge any of its interest:
- (a) Grantee (and any Assignee) will give written notice to Grantor of the identity and address of any Secured Party within thirty (30) days of such mortgage or pledge.
- (b) Grantor and Grantee (and any Assignee) will not modify, cancel, or terminate this Grant or the Transmission and Access Easement without the prior written consent of the Secured Party.
- (c) The Secured Party shall have the right, but not the obligation: (i) to do any act or thing required to be performed by Grantee or any Assignee under the Transmission and Access Easement or this grant, and any such act or thing performed by a Secured Party shall be as effective to prevent a default under this Grant as if done by Grantee or such Assignee, itself, and (ii) upon the default of Grantee or such Assignee under Grantee's agreements with the Secured Party, to cure any default under the Transmission and Access Easement and continue the grant with Grantor and assume Grantee's or such Assignee's rights under the grant.
- (d) Upon any default by any Grantee or Assignee under this grant, Grantor shall concurrently deliver a copy of the applicable notice of default to each Grantee, Assignee and any Secured Party.
- (e) Prior to exercising any right under this Grant resulting from a default by Grantee or any Assignee, Grantor shall give any Secured Party the right, and a reasonable

amount of time, to cure such default, which period shall not be less than 30 days in accordance with the provisions of Section 14.

- (f) Secured Party shall have the right to exercise foreclosure proceedings or a power of sale or other remedy afforded in law or equity or by the security documents, and Grantee's or the applicable Assignee's interest in the easement estate may be transferred, conveyed, or assigned to any purchaser, including Secured Party, at any such foreclosure sale. Secured Party will not be or become liable to Grantor as an assignee of Grantee's or such Assignee's interest in this Transmission and Access Easement or otherwise unless it assumes such liability in writing.
- (g) At the request of Grantee, any Assignee or the Secured Party, Grantor shall execute and deliver an acknowledgement, in a form agreeable to Secured Party and Grantee or any applicable Assignee, that Grantee or such Assignee has hypothecated, mortgaged or pledged all or any portion of Grantee's or such Assignee's right, title or interest in the Transmission and Access Easement to the Secured Party and that Secured Party is entitled to all of the rights, benefits, and protections as a Secured Party under this Section 13.
- In the event that Grantee conveys or assigns this grant, the 12.2 Transmission and Access Easement and/or the Facilities to one or more other persons and/or entities as tenants in common, then: (i) each such tenant in common (each, including each Grantee, a "Cotenant") shall be entitled to exercise all of the rights and privileges of Grantee hereunder, and without limiting the generality of the foregoing, each Cotenant shall have the right, but not the obligation, to pay any or all amounts due hereunder, and to perform or cause to be performed any other act or thing required of Grantee hereunder, or which may be necessary or appropriate to cure any default hereunder; (ii) if Grantee defaults under this grant, Grantor shall concurrently deliver a copy of the applicable notice of default to each Cotenant; (iii) Grantor shall cooperate with Grantee to promptly execute any estoppel certificates, consents or other documents that any Cotenant or its lender requests in connection with any transaction that involves this grant, the Transmission and Access Easement, the Easement Premises, the Property, or any interest therein; and (iv) the Parties shall cooperate in amending this grant from time to time to include any provision that may reasonably be requested by any Cotenant or its lender for the purpose of implementing the provisions contained in this grant or of preserving such Cotenant's interest in the Transmission and Access Easement, the Easement Premises, the Property, or hereunder.
- 13. Remedies. Notwithstanding any rights or remedies which Grantor may otherwise have hereunder, at law or in equity, Grantor shall not (and hereby waives the right to), at any time during the term of the Transmission and Access Easement, commence, prosecute or participate in any action or proceeding in which termination, cancellation, rescission or reformation of this grant is sought or could be awarded as a remedy; and Grantor shall be limited to seeking and obtaining damages in the event of any failure by Grantee to perform its obligations hereunder. No action or proceeding shall be commenced against Grantee or any

Assignee by Grantor unless (a) a material default in the performance of Grantee's or such Assignee's obligations has occurred hereunder, (b) written notice of such default, which sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, has been delivered to Grantee, any Assignee, any Cotenant, and any Secured Party (the "Grantee Parties"), and (c) in the case of a monetary default, such default shall not have been remedied within thirty (30) days after the Grantee Parties receive written notice of such default; except in the instance of Grantee's failure to pay Real Property Taxes when due, such default shall not have been remedied within one (1) year after the Grantee receives written notice of such default, or in the case of a non-monetary default, such default shall not have been remedied within sixty (60) days after Grantee Parties receive written notice of such default; provided, however, that in the case of a non-monetary default, if the nature or extent of the obligation or obligations is such that more than sixty (60) days is required, in the exercise of commercially reasonable diligence, for performance of such obligations(s), then the time for completing such cure shall be extended so long as a Grantee Party commences such performance within such sixty (60) day period and thereafter pursues the same toward completion with commercially reasonable diligence.

- 14. <u>Insurance</u>. Grantee shall, at its expense, maintain a commercial general liability insurance insuring both Parties (i.e., with Grantor being added to the policy as an additional insured) against loss or liability caused by Grantee's occupation and use of the Easement Area under this Grant, in an amount not less than One Million U.S. Dollars (\$1,000,000) of combined single limit liability for bodily injury or death/property damage arising out of any one occurrence, accident or incident.
- 15. <u>Limitation of Liability</u>. Neither Grantor nor Grantee shall be liable for consequential, incidental, special, punitive, exemplary or indirect damages of any kind or nature, regardless of the form of action, whether in contract, tort or otherwise under this grant.
- 16. <u>Cooperation</u>. Grantor shall cooperate with Grantee in giving effect to the purpose and intent of this grant.
- 17. Successors and Assigns; Run With the Land. The Easement Premises and the Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this grant, which covenants, terms and provisions shall run with the Easement Premises, the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.
- 18. <u>Legal Matters</u>. This Transmission and Access Easement and grant shall be governed by and interpreted in accordance with the laws of the State of California. In the event of any litigation arising under or in connection with this grant or the Transmission and Access Easement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorneys' fees at trial and on appeal, as determined by the court. Should any provision of this grant be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding, and the intent of the

invalid provision or provisions shall be upheld to the extent lawfully enforceable. This Transmission and Access Easement and grant shall have perpetual duration as permitted by the terms hereof.

- 19. <u>Miscellaneous</u>. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. Captions used herein are for convenience of reference only and do not affect the meaning or intent hereof. This grant may be executed in counterparts, all of which shall constitute a single instrument.
- 20. <u>Counterpart Signature</u>. This Transmission and Access Easement may be signed in counterpart.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Transmission and Access Easement on the date of their acknowledgment below to be effective on the Effective Date.

# **GRANTOR:**

JAMES L. SIMPSON, TRUSTEE OF THE JAMES SIMPSON TRUST DATED APRIL 17, 2008

ames L Simpson

Title: Trustee

Date: 9-3-13

# **GRANTEE:**

TIERRA DEL SOL SOLAR FARM LLC a Delaware limited liability company

By: Soitec Solar Development LLC

a Delaware limited liability company

Its: Sole Member

By: Clark Crawford

Title: Attorney in Fact

Date: 8/29/13

# EXHIBIT "A"

# **Property Description**

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

### PARCEL 1:

THE NORTHERLY 660.00 FEET OF THE FOLLOWING DESCRIBED LAND:

LOTS 1 AND 2 IN SECTION 7, TOWNSHIP 18 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND THAT PORTION OF LOT 3 IN SAID SECTION 7 LYING NORTHERLY OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED TO THE SAN DIEGO AND ARIZONA RAILWAY COMPANY (NOW THE SAN DIEGO, ARIZONA AND EASTERN RAILWAY COMPANY) RECORDED MARCH 5, 1918 IN BOOK 749, PAGE 331 OF DEEDS.

### PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES OVER THE EASTERLY 40.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 AND 2 IN SECTION 7, TOWNSHIP 18 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND THAT PORTION OF LOT 3 IN SAID SECTION 7, LYING NORTHERLY OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED TO THE SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY (NOW THE SAN DIEGO, ARIZONA AND EASTERN RAILWAY COMPANY) RECORDED MARCH 5, 1918 IN BOOK 749, PAGE 331 OF DEEDS.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 1 ABOVE.

APN: 659-070-11-00

### **EXHIBIT "B"**

### **Easement Premises**

A fifty foot (50') access and transmission easement to be located within the 19.55 acre parcel located in the County of San Diego, State of California and described, as follows:

THE SOUTHERLY 50 FEET OF THE NORTHERLY 660 FEET OF THE FOLLOWING DESCRIBED LAND:

PARCEL 1:

THE NORTHERLY 660.00 FEET OF THE FOLLOWING DESCRIBED LAND:

LOTS 1 AND 2 IN SECTION 7, TOWNSHIP 18 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND THAT PORTION OF LOT 3 IN SAID SECTION 7 LYING NORTHERLY OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED TO THE SAN DIEGO AND ARIZONA RAILWAY COMPANY (NOW THE SAN DIEGO, ARIZONA AND EASTERN RAILWAY COMPANY) RECORDED MARCH 5, 1918 IN BOOK 749, PAGE 331 OF DEEDS.

APN: <u>659-070-11-00</u>

# STATE OF CALIFORNIA State of California County of San Dieso On Accest 29. 2013, before me, Sharok Dardoza, Notary Public, personally appeared Clark Craw-ford, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

WITNESS my hand and official seal.

(seal)

Signature Shaw K Naidz

SHARON K. NARDOZZA
Commission # 1953219
Notary Public - California
San Diego County
My Comm. Expires Sep 24, 2015

| STATE OF CALIFORNIA }  |
|--|
| COUNTY OF San Dujo }ss.  |
| On Schuber 3, 2013, before me, Sharen K Madrza, Notary Public, personally appeared Name Simpson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.  |
| WITNESS my hand and official seal.   |
| (seal)   |
| Signature Main W. Naudy  SHARON K. NARDOZZA Commission # 1953219 Notary Public - Celifornia San Diego County My Comm. Expires Sep 24, 2015   |